OXC_8984 Copy \ of 3

19 August 1965

MEMORANDUM FOR: Chief, BFB/OSA

Contract No. JM-1930, Hughes Aircraft SUBJECT

Corporation, Final Close Out

- Contract No. JM-1930 with subject contractor has been completed. Contractor has made all required deliveries and satisfactorily completed all other terms and conditions of the contract. Attached is contractor's letter dated 20 May 1965 and all necessary supporting close out data including a copy of auditor's final report.
- 2. In view of the foregoing, it is requested that final payment be made to the contractor for any monies due and all excess funds be liquidated from the contract. The approved total amount including fixed fee for the contract is Three Hundred Twenty Three Thousand Three Hundred Ninety Seven Dollars and Eighty Two Cents (\$323,397.82).
- It is requested that this office be notified when above action is taken and the amount, if any, liquidated.

Chief, Contracts Division,

CD/OSA/DD_S&T: Dist: Cy 1 - C/BFB/OSA 2 _ CD/OSA _ JM_1930 25X1

25X1

3 _ RB/OSA

20 May 1965

De	ar	J	im	,

I am enclosing the following properly executed documents to complete the close-out of JM-1930.

- Copy Nos. 1 and 3 of Amendment No. 1 together with signed re-(a) ceipt covering retention of Copy No. 2.
- Receipt covering retention of Copy No. 1 of letter OSA-1284-65 (b) dated 14 May 1965.
- Certification on Patent Compliance and Royalties. (c)
- Certification on Completion of Contractual Requirements. (d)
- Contractor's Assignment of Refunds, Rebates, Credits and Other (e) Amounts with acknowledging certificate.
- Contractor's Release with acknowledging certificate. (f)
- (g) Final Invoice.

[trust	these document	s are sufficient to	effect closure.	
			Regards,	
				STAT
ee:				STAT

Approved For Release 2008/12/15: CIA-RDP67B00074R000500150003-4

CERTIFICATE OF DISPOSITION OF GOVERNMENT PROPERTY

CONTRACT: JM-1930

DATE:

8 FEBRUARY 1965

To the best of my knowledge and belief, I hereby certify that all property furnished by the Government or acquired by the Contractor for the account of the Government, in the performance of subject contract has been properly accounted for and appropriate disposition accomplished.

	HUGHES AIRCRAFT COM	PANY
		STAT
		
ce:		STAT

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Contract No. JM-1930

Pursuant to the terms of Contract No. JM-1930 and in consideration of the reimbursement of costs and payment of fee, as provided in the said Contract and any assignment thereunder, the Hughes Aircraft Company, Culver City, California (hereinafter called the Contractor) does hereby:

- 1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title, and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said Contract, together with all the rights of action accrued or which may hereafter accrue thereunder (except those for refunds or rebates of, or credits for, taxes paid to the State of California or any political subdivision thereof).
- 2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said Contract, and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
- 3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.
- 4. In the event the Contractor obtains or receives any refund or rebate of, or credit for, taxes paid to the State of California, or any other political subdivision thereof, in connection with the performance of this Contract, and for which the Contractor was paid or reimbursed by the Government, the Contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the Contractor incident to such refund or credit to the extent that such interest was earned after the Contractor was paid or reimbursed by the Government for such taxes). In the event the Contractor receives any benefit in lieu of or in addition to such a refund or credit, the Contractor agrees to pay over to the Government an amount equal to such benefits.

CON	TRACTOR'S ASSIGNMENT OF REFUNDS, DITS, AND OTHER AMOUNTS	REBA	TES,	Cont			2 of 2 M-1930
T' % T	WITNESS WHEREOF, this assignment	hac	heen	executed t	his	- 20th	day
1c	May 1965.	1143	been	CACCAGO	_	·	
HUC	HES AIRCRAFT COMPANY (Contractor)					٠,	
						,	
Ву	VII - Durad James and						
	Vice President and Treasurer						

Approved For Release 2008/12/15 : CIA-RDP67B00074R000500150003-4

Contract JM-1930

Date: May 20, 1965

CERTIFICATE

In support of the claim of the HUGHES AIRCRAFT COMPANY, Contractor, for fee withheld, on information and belief, I hereby certify:

(A) That the Contractor has made disclosure of all inventions and discoveries made by it and its subcontractors required to be disclosed pursuant to said contract; and (B) That the Contractor has reported the amount or rate, of any royalties, if any, or royalty rates, if any, paid by it directly to others in connection with performance of the contract.

. CALLED .	ALRCRAFT	CONTAINT
Manager	, Adminis	tration

CERTIFICATE OF COMPLETION

Contract JM-1930
Date: May 20, 1965

In support of the claim of Hughes Aircraft Company for Fee withheld under provision of the above-noted Contract, I hereby certify that:

- a. All articles and services required have been successfully completed, delivered to and formally accepted by the Government.
- b. All contractual changes initiated during the performance of the Contract have been embodied in formal contractual instruments.
- c. All reductions in Fixed Fee (if any) to which the Government is entitled have been effected by Change Order or Supplemental Agreement.

HUGHES AIRCRAFT COMPANY

Manager, Administration Advanced Armaments

20 May 1965

Contract No. JM-1930	
of med as Contra	or and in behalf of said corpora-
Corporate Seal	
	Assistant Secretary

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CONTRACTOR'S RELEASE

Contract No. JM-1930

Vice President and

Treasurer

Pursuant to the terms of Contract No. _JM-1930_ and in consideration of the sum of _Three Hundred Twenty-Three Thousand, Three Hundred Ninety-Seven Dollars and Eighty-Two Cents (\$323,397.82)
which has been or is to be paid under the said Contract to Hughes Aircraft Company, Culver City, California (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release and discharge the Government, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said Contract, except:

- 1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
- Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said Contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said Contract.
- 3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its idemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said Contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said Contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHER May	EOF, this releas 1965.	e has beer	executed	this	20th	day	of
HUGHES AIRCRAFT (Contract							
Вуш	-						

20 May 1965

Contract No. JM-1930 I, I, ______, certify that I am the \(\sum_{\infty} \) \(\sum_{\inf who signed said release on behalf of the Contractor was then Vice President & Printing of said Corporation; that said release was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers. Corporate Seal Assistant Secretary

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Approved For Release 2008/12/15: CIA-RDP67B00074R000500150003-4

DEPARTMENT OF THE AIR FORCE HEADQUARTERS UNITED STATES AIR FORCE

WASHINGTON 25, D.C.

OSA-1853-65 *#*1527

REPLY TO:

Auditor General Representative (APL)

P. O. Box 8155 S. W. Station Washington, D. C.

22 April 1965

ATTN OF:

REPLY TO

SUBJECT:

TO:

SUBJECT: Advisory Report of Final Audit

CPFF Contract No. JM-1930 Hughes Aircraft Company Culver City, California

TO: Contracting Officer

- Introduction: This is a final audit report under referenced contract which was awarded Hughes Aircraft Company on 2 April 1962. Work commenced on 8 March 1962 and was completed on 24 June 1962. The contract provided for anticipatory costs incurred on or after 26 February 1962. The scope of work is shown in Part I of the contract schedule.
 - 2. Audit Results: Results of the audit are summarized as follows:

Cumulative Costs	\$302,708.82
Fixed Fee	20,689.00
Total costs and fee	\$323,397.82
Amount Approved	316,242.00
Amount Disapproved	\$ 7,155.82

The amount disapproved represents the excess of the cumulative costs incurred over the total estimated costs (\$295,553) stipulated in the contract.

- 3. Allowable Costs: Allowable costs in the performance of the contract were determined in accordance with Part 2, Section XV, Armed Services Procurement Regulations and other terms of the contract.
- 4. Unclaimed Wages, Unclaimed Deposits, Unpresented Checks, Potential Credits and Refunds: There will be no credits to the contract costs arising from unclaimed wages, unclaimed deposits and unpresented checks, since such items are escheatable to the State of California. No other credits or refunds are anticipated.

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- 5. General Accounting Office Audit: There are no unresolved General Accounting Office notices of exception or informal inquiries. Future action by the General Accounting Office cannot be anticipated under the current audit approach of that office.
- 6. Government Property: We were informed by the contractor that Government property on the contract would be accounted for directly to the AF Contracting Officer.
- 7. Other Comments: In an effort to justify and obtain favorable consideration for reimbursement of the cost overrun of \$7,155.82 referred to in paragraph 2 above, the contractor has prepared a letter dated 5 April 1965, which is submitted herewith for the consideration of the Contracting Officer.

				STA
Auditor	General	Representativ	e (APL)	

HUGHES AIRCRAFT COMPANY

A E R O S P A C E G R O U P
AERONAUTICAL SYSTEMS DIVISION
CULVER CITY, CALIFORNIA

In Reply Refer To: 2130.20/534 5 April 1965

SUBJECT: June 1962 Labor Costs Against

1326-979-00

TO:

AF Resident Auditor Hughes Aircraft Company

ATTN:

Culver City, California

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REF: A. Letter dated 28 May 1962 Serial DPD-3374-62

- 1. The attached Exhibit A is an analysis of labor costs recorded on subject cost account subsequent to 1 June 1962. With the exception of the 21-3X charge during week ending 8 June 1962, the balance of the entries are either nominal in amount, credits, or adjustments to prior periods. Therefore, our comments are confined to the labor incurred by 21-3X Advanced Armaments, the program manager of this effort.
- 2. Prior to commenting on these costs, which we understand are being questioned as being allegedly incurred after expiration of the period of performance of the contract, it is deemed appropriate to state the Contractor's position. First, the contract does not contain an expiration date, per se. It does, however, call out a date of 1 June 1962 for submission of a final report. Second, Ref. A states there will be no extension or continuance of the program beyond 1 June 1962. The Contractor interpreted this as a negative response to our inquiry regarding an amendment to the contract to provide additional funding to support key personnel subsequent to the evaluation period. It was not construed as a directive to cease and desist any remaining effort under the current contract.
- 3. During the period 4 through 8 June 1962, the WSPO and the Air Vehicle Contractor (Design Leader) conducted a design review including mock-up inspection and an evaluation of the studies submitted by the various contractors. We, as well as other participating contractors were requested to have our technical specialists in residence at the AVC's plant to demonstrate our mock-up hardware, to take part in the briefings and to answer questions concerning our report. Since our roll in this effort encompassed sole source on an air-to-ground missile and competitor for the displays and controls, central computer and system integration, a number of engineers were required to cover such a broad field of expertise. Exhibit A indicates a total of 352 hours were incurred representing approximately 9 equivalent people at a cost of \$2,383.40 excluding overhead.

HUGHES AIRCRAFT COMPANY

June 1962 Labor Costs Against 1326-979-00 - 2130.20/534

5 April 1965

- 4. In the Contractor's view, participation in this design review was not only at the request and direction of the WSPO but also constituted a contractual obligation. As shown by Exhibit B and based upon the approved provisional rates in effect in June 1962, contract funds were available to support this effort in fact there were residual funds after this effort was complete. Despite the availability of funds, and if it is agreed that this effort was a contractual obligation, these costs could only legitimately be charged to the contract.
- 5. In summary, the contract overrun is a direct result of a retroactive adjustment to overhead and G & A rates which were negotiated 26 months after this study effort was complete. To the best of our knowledge overruns on cost type contracts as a result of retroactive upward adjustments in final negotiated overhead rates are customarily reimbursed.

HIGHES	ATRCRAFT	COMPANY

Managan Administration

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Manager, Administration Advanced Armaments

EJP:ls

Attachments: Exhibit A

Exhibit B

DPD-3374-62 28 May 1962

Dear Gene:

In response to several inquiries regarding extension or continuation of the R/S study contract beyond 1 June 1962, we contacted the WSPO in Dayton regarding such an amendment to the contract.

We have been advised that the current contract will expire 1 June 1962 and all work is to be completed by that date. The WSPO expects to complete its evaluation of the studies and mock-up by 8 June 1962 and anticipates a decision on the program during the week of 11 June 1962.

In view of the foregoing, there will be no extension of the current contract beyond 1 June 1962 and you should govern your work and costs accordingly. We will attempt to keep you notified of any change in status in the foregoing.

Very truly yours,						
	STAT					

Approved For Release 2008/12/15 : CIA-RDP67B00074R000500150003-4

EXHIBIT A

SUMMARY OF LABOR CHARGES SUBSEQUENT TO JUNE 1, 1962 - COST ACCOUNT 1326-979-XX

INCURRED BY - JV NUMBER	HOURS	LABOR s	PREM.	TOTAL \$	REMARKS
W/E 6-8-62 20-44 00 1002 20-44 06 1040 20-84 00 1002 21-3X 00 1002 22-20 00 1002 27-32 06 1000	1.0 11.0 352.0 2.2 (<u>8.0</u>)	1.61 4.00 38.08 2,372.20 7.81 (_23.20)	-0- -0- 14.20 11.20 -0-	1.61 4.00 52.28 2,383.40 7.81 (_23.20)	Regular Labor Distribution Labor Correction from Prior Month Regular Labor Distribution Regular Labor Distribution Regular Labor Distribution Labor Correction from W/E 6-1-62
SUB-TOTAL	358.7	2,400.50	25.40	2,425.90	
W/E 6-15-62 20-XX 00 1003 29-XX 06 1050 SUB-TOTAL	4.5 29.0 33.5	11.92 92.35 104.27	-0- -0-	11.92 92.35 104.27	Regular Labor Distribution \$16.75 Incurred W/E 6-1-62
W/E 6-22-62 20-XX 29-XX SUB-TOTAL	(2.5) (40.0) (42.5)	(5.78) (175.00) (180.78)	-0- -0-	(5.78) (175.00) (180.78)	Unanalyzed Credit Unanalyzed Credit
W/E 6-29-62 22-43 06 1250 29-42 06 1250	94.9 41.0	313.95 138.75	-0- -0-	313.95 138.75	Labor Incurred W/E 5-18-62 Labor Incurred W/E 5-25-62
SUB-TOTAL	135.9	452.70	-0-	452.70	
TOTAL LABOR RECORDED 1 - 29 JUNE	485.6	2,776.69	25.40	2,802.09	
LESS: TOTAL LABOR INCURRED PRIOR TO 1 JUNE 1962	141.9	473.45	-0-	473.45	
DIRECT LABOR BALANCE (NET)	343.7	2,303.24	25.40	2,328.64	

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EXHTRIM B

COMPARISON OF CONTRACT STATUS - COST ACCOUNT 1326-979-XX 7/1/62 vs 10/8/64

		DIRECT LABOR	PREM.	LABOR	EXPENSE \$	MAT'L & TRAVEL	MFG. COST \$	G & A	EXPENSE \$	TOTAL COST
1.	Definitive Contract	125,717	-0-	110	138,289	7,892	271,898	8.7	23,655	295,55
2.	Expenditures as Recorded @ 7/1/62	121,983	2,424	110	134,147	9,904	268,458	8.7	23,356	291,814
3•	Status @ 7/1/62 (Line 1 less line 2)	3,734	(2,424)		4,142	(2,012)	3,440		299	- 3,739
4.	Expenditures after Reburdening 10/8/64	Note 1 121,983	2,424	115.12	140,333	10,550	275,290	9.96	27,419	302,709
5•	Status @ 10/8/64 (Line 1 less line 4)	3,734	(2,424)		(2,044)	(2,658)	(3,392)	,	(3,764)	(7,156)

Note 1. Refer Final Claim; includes \$696 Labor @ 101.53% and balance at 115.12%.

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	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	1-341	1-61
Volume II	Problem Definition	1-342	1
Volume III	System Design Studies:		
	Part A	1-343	·
·	Part B	1-344	
Volume IV	System Mechanization:		
	Part A	1-345	
	Part B	1-346	
Volume V	System Performance & Effectiveness	1-347	
Volume VI	Part A - Program Plans & Management	1-348	
	Part B - Statement of Work and Costs	1-349	
Volume VII	Engineering Data	1-350	

Receipt of the above documents is acknowledged.

4 June 1962

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*****	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	.1-341	1 Jone
Volume II	Problem Definition	1-342	Jone
Volume III	System Design Studies:		
	Part A	1-343	Fore
	Part B	1-3 44	Hore
Volume IV	System Mechanization:		
	Part A	1-345	1 Jone
	Part B	1-346	Hone
Volume V	System Performance & Effectiveness	1-347	7 Jone
Volume VI	Part A - Program Plans & Management	1-348	rone
	Part B - Statement of Work and Costs	1-349	18hru 61
Volume VII	Engineering Data	1-350	1-force

Receipt of the above documents is acknowledged.

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Date

Date

	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	1-341	Tone
Volume II	Problem Definition	1-342	_/
Volume III	System Design Studies:		
	Part A	1-343	
	Part B	1-344	
Volume IV	System Mechanization:		
	Part A	1-345	_/ _
	Part B	1 - 346	
Volume V	System Performance & Effectiveness	1-347	1
Volume VI	Part A - Program Plans & Management	1-348	/ -
	Part B - Statement of Work and Costs	1-349	Pone)
Volume VII	Engineering Data	1-350	_/_

Receipt of the above documents is acknowledged.

5-3/-62 Date

	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	1-341	Done
Volume II	Problem Definition	1-342	2,
Volume III	System Design Studies:		
	Part A	1-343	2
	Part B	1-344	2,
Volume IV	System Mechanization:		
	Part A	1-345	2
	Part B	1-346	2.
Volume V	System Performance & Effectiveness	1-347	2"
Volume VI	Part A - Program Plans & Management	1-348	2
	Part B - Statement of Work and Costs	1-349	Ane
Volume VII	Engineering Data	1-350	2"

Receipt of the above documents is acknowledged.

5-31-63 Date



	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	1-341	Jone
Volume II	Problem Definition	1-342	3 "
Volume III	System Design Studies:		
	Part A	1-343	3.
	Part B	1-344	3/
Volume IV	System Mechanization:		
	Part A	1-345	3
	Part B	1-346	3
Volume V	System Performance & Effectiveness	1-347	<u>3</u> .
Volume VI	Part A - Program Plans & Management	1-348	3
	Part B - Statement of Work and Costs	1-349	Done
Volume VII	Engineering Data	1-350	3.

Receipt of the above documents is acknowledged.

STAT Signature

	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	.1 -3 41	Aine
Volume II	Problem Definition	1-342	4
Volume III	System Design Studies:		•
	Part A	1-343	4-
	Part B	1-344	4
Volume IV	System Mechanization:		,
	Part A	1-345	4.
	Part B	1-346	<u>+</u>
Volume V	System Performance & Effectiveness	1-347	4.
Volume VI	Part A - Program Plans & Management	1-348	4
	Part B - Statement of Work and Costs	1-349	Tone
Volume VII	Engineering Data	1-350	# 1

Receipt of the above documents is acknowledged.

	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	.1-341	Done
Volume II	Problem Definition	1-342	5
Volume III	System Design Studies:		
	Part A	1-343	5
	Part B	1-344	51
Volume IV	System Mechanization:		
	Part A	1-345	5.
	Part B	1-346	.5.
Volume V	System Performance & Effectiveness	1-347	5,
Volume VI	Part A - Program Plans & Management	1-348	5
	Part B - Statement of Work and Costs	1-349	Done
Volume VII	Engineering Data	1-350	5

Receipt of the above documents is acknowledged.

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STAT Signature

	TITLE	CONTROL NUMBER	COPY NUMBER
Volume I	Executive Summary	1-341	Ane
Volume II	Problem Definition	1-342	6
Volume III	System Design Studies:		
	Part A	1-343	6.
	Part B	1-344	6.
Volume IV	System Mechanization:		
	Part A	1-345	6
	Part B	1-346	6.
Volume V	System Performance & Effectiveness	1-347	61
Volume VI	Part A - Program Plans & Management	1-348	6,
	Part B - Statement of Work and Costs	1-349	Hone
Volume VII	Engineering Data	1-350	6

Receipt of the above documents is acknowledged.

5-3/-62.
Date

Signature